

TENTATIVE AGREEMENT BETWEEN PCHS AND UTLA-PCHS

July 1, 2005 to June 30, 2007

This Agreement settles negotiations for the 2004-2007 school years between the Palisades Charter High School ("PCHS") and United Teachers Los Angeles-PCHS ("UTLA"). Negotiations for 2005-2006 and 2006-2007 are subject to reopeners per this Agreement.

In addition to recognizing the Agreements negotiated directly between PCHS and UTLA, the parties also agree to hereby adopt and incorporate by this reference the complete terms of the LAUSD-UTLA Agreement herein, with sole exceptions as delineated in this Agreement. Until a complete independent Agreement is reached between PCHS and UTLA, the parties agree that the UTLA-LAUSD Agreement shall be considered by the parties as the contract (Agreement) between the parties, and, with the agreed upon additions/amendments, shall be subject to grievance and binding arbitration. To that end, the term "Agreement" or "Contract" shall reference both the UTLA Agreement and the additions/amendments listed herein, including the attached Appendices.

It is the intent of both parties that in each successive year of bargaining hereafter, the parties will directly negotiate articles from the LAUSD-UTLA Agreement with the expectation and intent that, at some point in the future, there will be no need to reference the LAUSD-UTLA collective bargaining agreement.

The parties agree as follows:

1. **Incorporation of the Education Code:** Unless specified otherwise in this Agreement, the parties agree to hereby adopt and incorporate by this reference into the Agreement all provisions of the existing Education Code that directly or indirectly affect ~~certificated~~ ~~management working conditions~~.
2. **Salary:** Effective July 1, 2004, all PCHS salary schedules, stipends, and rates of pay which are referenced and incorporated herein as Appendix A shall be increased by 4.0%. Effective July 1, 2005, all salary schedules, stipends, and rates of pay shall be increased by an additional 4.0%. In all cases, the salary schedules and rates of pay at PCHS shall be at least equal to the LAUSD salary schedule.
3. **School Calendar:**
  - a. **PLCP Day:** The parties agree to add one mandatory Professional Learning Community Planning ("PLCP") Day for the 2005 - 2006 school year and one such day for the 2006-2007 work-year calendar for a total number of work days in each year equaling 181 (178 instructional days). Teachers who attend the PLCP Day shall be paid an additional annual stipend for the extra-day, at their per diem rate of pay. The PLCP day shall sunset at the end of the 2006-2007 work-year. In the absence of an agreement to continue the PLCP day for the 2007-2008 school year, the work calendar shall automatically be reduced to 180 work days (178 instructional days). Pay for PLCP days is dependent on attendance, however, PLCP days shall be subject to the leave provisions in the Agreement. The PLCP days will be devoted to curriculum and instructional planning and will be jointly planned by professional learning community leaders and the administration.

**b. Annual Calendar:** The proposed annual school calendar will be presented to the UTLA-PCHS Chapter Council for comment not later than April 1 of each year, with the parties agreeing to a final adoption of the annual calendar for the following year to be adopted no later than May 1. Adoptions and final revisions will be made as agreed upon by the parties.

4. **Health Benefits – Active and Retiree:** All active and retiree health and welfare benefits shall be the same as those enumerated in the UTLA-LAUSD agreement. PCHS will continue to provide by contract with LAUSD all health benefit plans contained in the UTLA-LAUSD Agreement. PCHS agrees to follow all required terms for participation in such plans, both active and retiree. The parties agree to implement Agency Fee, per the UTLA agreement, to meet the conditions of participation in the UTLA-LAUSD retiree health benefit coverage. PCHS agrees that retiree health plan eligibility credit shall apply for service at PCHS and LAUSD. PCHS agrees that, in the event that LAUSD terminates active or retiree health benefit coverage, that coverage at least equal to that offered by LAUSD will be provided by PCHS. The specific terms of such coverage will be negotiated between the parties.

5. **Stipends and Auxiliary Pay:** Attached as Appendix B.

6. **Leaves:** Incorporate accrued sick leave M.O.U., as Appendix C. Paid jury duty leave will be provided upon request. Unit members may be asked to voluntarily request postponement of jury duty to lessen unusual negative impact on instructional program (i.e., jury duty in last month of a semester or first month of a semester). Teachers who do not utilize any leave during a semester shall receive a stipend of \$250. Teachers who utilize two or fewer days of any leave during a semester shall receive a stipend of \$150.

7. **Stall Evaluation:** Unit members with permanent status who have been employed at least 5 years with the school district and/or PCHS combined, who are highly qualified, as defined in 20 U.C.S. Sec. 7801(ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every five (5) years if the unit member and evaluator consent to this schedule. Should either the evaluator or the employee withdraw consent, evaluations will occur consistent with regular procedures in the Agreement. No cause, but ten (10) days advance written notice, should be provided if either party withdraws consent for this five-year evaluation system.

8. **Grievance Procedure:** Attached as Appendix D.

9. **Class Size:** Given the high priority of class size reduction by the Board of Directors, teachers, and parents, it is the goal of the parties to achieve significant class size reduction not later than the beginning of the 2007-2008 school year. To that end, a joint PCHS/UTLA PCHS Class Size Task Force will be created by the Executive Director and the UTLA Chapter Chair(s).

- By Friday, October 28, 2005, the Class Size Task Force will present a list of 3-5 (or more if so proposed) actions to significantly lower class size including potential positive and negative ramifications of each action to the Executive Director and the UTLA Chapter Chair(s).

- During the second week of November 2005, the Executive Director will call a meeting of the Faculty to have each group report pros and cons of each proposed action. Prior to the November 2005 Board of Directors meeting, the faculty will prioritize the proposed actions for presentation to the Board of Directors.
- At the November 2005 Board of Directors meeting, the Executive Director will present a plan to examine ramifications of each of the proposed actions with names of individuals who will be involved in the in-depth study of each of the proposed actions. The Board of Directors agrees to provide funding to engage outside assistance (e.g., educational architectural planners) to support each group's work upon consideration by and approval by the Class Size Task Force and the Budget and Finance Committee.
- At the January 2006 Board of Directors meeting, the Executive Director will present to the Board and the UTLA Chapter Chair(s) a report containing the pros and cons of each proposed action and the priority recommendations of the faculty.
- By February 2006, the parties will begin negotiations, subject to the EERA, with the goal of significant class size reduction not later than the beginning of the 2007-2008 school year.

11. **Maintenance of Bargaining Unit:** The employer agrees to staff all bargaining unit job descriptions at the minimum current level that exist at the time of ratification. The employer agrees to negotiate the job description of any new bargaining unit positions that might be established, prior to filling such positions.

12. **Seniority:** For all purposes, including assignments and Reduction In Force, the seniority date shall be the first date of hire in LAUSD or the hire date at PCHS, whichever is greater.

13. **Release Time:** Reasonable and adequate release time will be provided to Union representatives for all matters related to member representation, including, but not limited to, negotiations and grievance processing. Further, the Chapter Chair(s) and the Negotiation Chair(s) shall be provided with one release period per day for the regular and necessary conduct of union activities, including, but not limited to, meetings with bargaining unit members, administration, and Board members.

14. **Roundtable:** Not less than once per month a "roundtable" discussion shall be scheduled between the School Administration and the Chapter Council for the purpose of communicating and resolving ongoing issues of concern. This meeting shall be held during regular working hours. This meeting shall not preclude the parties from meeting, as needed, on issues of concern.

15. **Traveling Teachers:** No unit member shall be required to travel for the first two years at PCHS. After the first two years at PCHS, no unit member shall be required to travel more than two consecutive years, but unit members may volunteer to "travel." A teacher who travels, as defined in Supplemental Assignments and Definitions, on both 1-3-5 and 2-4-6 days will receive a \$500 per semester stipend to cover unique costs related to this assignment. Teachers who travel, as defined in Supplemental Assignments and

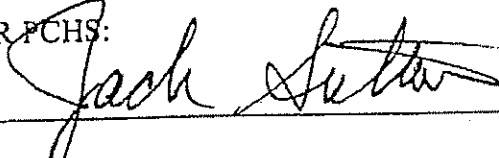
Definitions. on only 1-3-5 or 2-4-6 days will receive a \$250 per semester stipend to cover unique costs related to this assignment.

16. **Term:** Three Years.

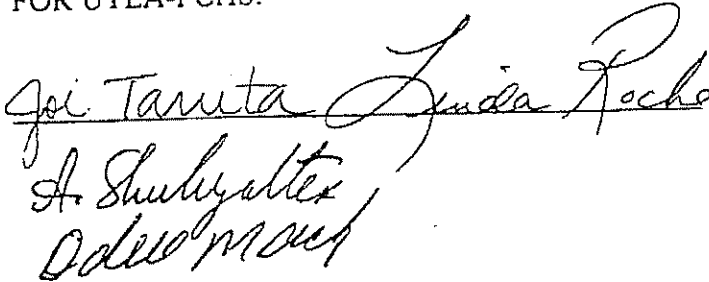
17. **Reopeners:** The parties agree to negotiate annually during the term of the Agreement with the resulting goal of a complete agreement between the parties ultimately eliminating the need to incorporate or reference the LAUSD-UTLA Agreement. Specifically, it is the goal of the parties to take at least two or more of any remaining applicable LAUSD-UTLA articles from the Agreement during each year of the Agreement and customize them with the intent of evolving into a self-contained Agreement with no references to the UTLA-LAUSD agreement. Additionally, the parties shall reopen the Agreement for the purpose of negotiating a salary increase for the 2006-2007 work year. Additionally, either party may reopen health benefits for the 2006-2007 work year, subject to providing written notification to the other party not later than April 1, 2006. Unless otherwise provided for in this Agreement, the Employer shall not unilaterally eliminate or reduce any teacher benefit within this Agreement. The parties recognize that those benefits that are contained in this Agreement shall continue at the same level during the period of this Agreement. Should any provision of this Agreement become inoperative by statutory amendment, or a change in the UTLA Agreement, the parties will immediately institute negotiations on that provision(s). --

Subject to approval the PCHS Board of Directors and the members of UTLA-PCHS, this Agreement is tentatively agreed upon and approved by the parties on June 13, 2005.

FOR PCHS:

  
\_\_\_\_\_

FOR UTLA-PCHS:

  
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## APPENDIX A

CHS 2004-05 Certificated Salary Table with 4.0% increase

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	\$ 41,177	\$ 41,228	\$ 41,667	\$ 42,106	\$ 42,157	\$ 42,218	\$ 43,650	\$ 44,452	\$ 46,441	\$ 47,777				
4.00%	\$ 42,824	\$ 42,877	\$ 43,334	\$ 43,790	\$ 43,843	\$ 43,907	\$ 45,604	\$ 46,230	\$ 48,299	\$ 49,688				
3A + 14	\$ 41,228	\$ 41,667	\$ 42,106	\$ 42,157	\$ 42,218	\$ 43,650	\$ 44,452	\$ 46,441	\$ 47,777	\$ 49,368				
4.00%	\$ 42,877	\$ 43,334	\$ 43,790	\$ 43,843	\$ 43,907	\$ 45,604	\$ 46,230	\$ 48,299	\$ 49,688	\$ 51,343				
3A + 28	\$ 41,667	\$ 41,718	\$ 42,157	\$ 42,218	\$ 43,656	\$ 45,359	\$ 46,889	\$ 48,246	\$ 49,643	\$ 51,928				
4.00%	\$ 43,334	\$ 43,387	\$ 43,843	\$ 43,907	\$ 45,402	\$ 47,173	\$ 48,765	\$ 50,176	\$ 51,829	\$ 54,005				
BA + 42	\$ 41,718	\$ 42,157	\$ 42,218	\$ 43,656	\$ 45,155	\$ 46,920	\$ 48,715	\$ 50,123	\$ 51,581	\$ 54,682				
4.00%	\$ 43,387	\$ 43,843	\$ 43,907	\$ 45,402	\$ 46,961	\$ 48,797	\$ 50,664	\$ 52,128	\$ 53,644	\$ 56,869				
BA + 56	\$ 42,157	\$ 42,218	\$ 43,656	\$ 45,155	\$ 46,920	\$ 48,746	\$ 50,623	\$ 52,081	\$ 53,856	\$ 57,355				
4.00%	\$ 43,843	\$ 43,907	\$ 45,402	\$ 46,961	\$ 48,797	\$ 50,696	\$ 52,648	\$ 54,164	\$ 56,010	\$ 58,649				
BA + 70	\$ 42,218	\$ 43,656	\$ 44,911	\$ 47,481	\$ 49,327	\$ 51,255	\$ 52,991	\$ 54,213	\$ 56,324	\$ 60,066				
4.00%	\$ 43,907	\$ 45,402	\$ 46,707	\$ 49,380	\$ 51,300	\$ 53,306	\$ 54,696	\$ 56,382	\$ 58,677	\$ 62,471				
BA + 84	\$ 43,850	\$ 45,125	\$ 46,441	\$ 49,378	\$ 51,296	\$ 53,305	\$ 54,641	\$ 56,349	\$ 58,793	\$ 62,730				
4.00%	\$ 45,804	\$ 46,930	\$ 48,289	\$ 51,363	\$ 53,348	\$ 55,437	\$ 56,827	\$ 58,811	\$ 61,146	\$ 65,239				
BA + 98	\$ 44,829	\$ 46,910	\$ 48,266	\$ 51,357	\$ 53,356	\$ 55,437	\$ 56,773	\$ 58,915	\$ 61,251	\$ 65,504	\$ 66,096	\$ 68,402	\$ 69,058	\$ 69,677
4.00%	\$ 46,622	\$ 48,786	\$ 50,197	\$ 53,411	\$ 55,490	\$ 57,564	\$ 59,044	\$ 61,272	\$ 63,701	\$ 68,124	\$ 68,442	\$ 71,489	\$ 71,820	\$ 72,118

CHS 2005-06 Certificated Salary Table with 4.0% Increase

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	\$ 42,824	\$ 42,877	\$ 43,334	\$ 43,790	\$ 43,843	\$ 43,907	\$ 45,604	\$ 46,230	\$ 48,299	\$ 49,688				
4.00%	\$ 44,637	\$ 44,592	\$ 45,067	\$ 45,542	\$ 45,617	\$ 45,683	\$ 47,428	\$ 48,079	\$ 50,231	\$ 51,676				
3A + 14	\$ 42,877	\$ 43,334	\$ 43,790	\$ 43,843	\$ 43,907	\$ 45,604	\$ 46,230	\$ 48,299	\$ 49,688	\$ 51,343				
4.00%	\$ 44,692	\$ 45,067	\$ 45,542	\$ 45,617	\$ 45,683	\$ 47,428	\$ 48,079	\$ 50,231	\$ 51,676	\$ 53,396				
BA + 28	\$ 43,334	\$ 43,387	\$ 43,843	\$ 43,907	\$ 45,402	\$ 47,173	\$ 48,765	\$ 50,176	\$ 51,829	\$ 54,005				
4.00%	\$ 45,067	\$ 45,122	\$ 45,587	\$ 45,663	\$ 47,218	\$ 48,060	\$ 50,716	\$ 52,183	\$ 53,694	\$ 56,165				
BA + 42	\$ 43,387	\$ 43,843	\$ 43,907	\$ 45,402	\$ 48,961	\$ 48,797	\$ 50,864	\$ 52,128	\$ 53,644	\$ 56,869				
4.00%	\$ 45,122	\$ 45,587	\$ 45,663	\$ 47,218	\$ 48,840	\$ 50,749	\$ 52,690	\$ 54,213	\$ 56,790	\$ 59,144				
BA + 56	\$ 43,843	\$ 43,907	\$ 45,402	\$ 46,961	\$ 48,797	\$ 50,696	\$ 52,648	\$ 54,164	\$ 56,010	\$ 58,649				
4.00%	\$ 45,587	\$ 45,663	\$ 47,218	\$ 48,840	\$ 50,749	\$ 52,724	\$ 54,784	\$ 56,331	\$ 58,261	\$ 62,036				
BA + 70	\$ 43,907	\$ 45,402	\$ 46,707	\$ 49,380	\$ 51,300	\$ 53,305	\$ 54,695	\$ 56,382	\$ 58,577	\$ 62,471				
4.00%	\$ 45,663	\$ 47,218	\$ 48,676	\$ 51,356	\$ 53,352	\$ 55,437	\$ 56,827	\$ 58,637	\$ 60,920	\$ 64,970				
BA + 84	\$ 45,804	\$ 46,930	\$ 48,289	\$ 51,353	\$ 53,348	\$ 55,437	\$ 56,827	\$ 58,811	\$ 61,145	\$ 65,239				
4.00%	\$ 47,428	\$ 48,807	\$ 50,231	\$ 53,407	\$ 55,482	\$ 57,565	\$ 59,100	\$ 61,163	\$ 63,691	\$ 67,849				
BA + 98	\$ 46,022	\$ 48,788	\$ 50,197	\$ 53,411	\$ 55,490	\$ 57,564	\$ 59,044	\$ 61,272	\$ 63,701	\$ 68,124	\$ 68,442	\$ 71,489	\$ 71,820	\$ 72,118
4.00%	\$ 48,487	\$ 50,738	\$ 52,205	\$ 55,648	\$ 57,710	\$ 59,981	\$ 61,406	\$ 63,722	\$ 66,249	\$ 70,849	\$ 71,180	\$ 74,489	\$ 74,820	\$ 75,118

04-05 Career Increments				05-06 Career Increments			
1st CI	2nd CI	3rd CI	4th CI	1st CI	2nd CI	3rd CI	4th CI
\$ 70,384	\$ 70,935	\$ 72,814	\$ 74,044	\$ 73,210	\$ 73,773	\$ 75,726	\$ 77,006
+ MA	\$ 70,924	\$ 71,465	\$ 74,574	+ MA	\$ 74,303	\$ 76,256	\$ 77,536
+ DR	\$ 71,445	\$ 71,986	\$ 75,095	+ DR	\$ 74,261	\$ 76,777	\$ 78,057

## APPENDIX B STIPENDS

The following stipends (numbers 1 and 2 below) establish the amounts that will be paid for intervention/tutorial/auxiliary assignments if they are utilized by PCHS. PCHS reserves the right to determine which, if any, of those discretionary assignments are implemented based upon results of the effectiveness of the various programs. Compensation of other stipends listed in 3 through 7 below shall be implemented as of July 1, 2005.

**Stipends:** Each full time teacher shall teach five periods, have one conference/prep period and be voluntarily available (i.e., acknowledgement of the seven period day) for additional assignments that qualify for supplemental pay. All bargaining unit members will be eligible to participate in programs to earn stipends and auxiliaries strictly on a voluntary basis. Selections will be based on projected need by PCHS Academic Principal. Teachers with credentialed ability to meet demonstrated need to follow specified application procedures. Unit members will be picked by the relevant department first on a lottery, then on a rotational basis with final approval granted by the Academic Principal and Human Resources Committee. After receiving input from the Coaching Selection Committee and Human Resources Committee, the Academic Principal shall have final approval for selection of coaching positions. Stipends shall be paid monthly as follows (refer to the Supplemental Assignments and Definitions for details).

All stipended programs shall be evaluated each semester for effectiveness.

### Discretionary Stipends

1. Intervention assignments that are mandatory for students and meet daily will be paid on an auxiliary basis prorated for the actual number of days of the assignment, to be paid monthly. Intervention assignments that are mandatory for students are guaranteed for a minimum of ten weeks.
2. Tutorial assignments of no more than 10 students (voluntary for students) will meet Monday through Thursday or possibly on other days as agreed. This stipend would be paid at the rate of \$25 per hour of tutoring based on submitted records prorated to actual number of days worked, paid monthly, the total stipend not to exceed \$4000 in any school year.

### Other Stipends

3. Effective July 1, 2005, all stipends for coordinators and chairpersons shall be paid as innumarated herein.
4. Effective July 1, 2005, all stipends for Schoolwide Program Chairpersons / Lead Coordinators, Small Learning Community Leaders shall be paid as innumarated herein.

5. Every bargaining unit committee member shall be compensated \$50 per meeting attended for a maximum of one committee meeting per month effective July 1, 2005.
6. A maximum of one leadership stipend per person per year. (department chair, Lead Coordinator, Program Chairpersons, or Small Learning Community (SLC) leader) If a person serves in two capacities, the highest paid leadership stipend applies.
7. Release time: No release times that negatively impact class size shall be granted without the expressed 75% approval of the impacted departments and the Human Resources Committee, except those separately included herein.

**Additional Coordinatorship Stipends per semester (coaches separate list)**

Small Learning Community	\$ 750
Drama	\$ 2450
Counselor	\$ 750
Academic Decathlon	\$ 2700
Senior Class	\$ 1300
Music	\$ 2750
Mock Trial/ Speech & Debate	\$ 1700
Safety	\$ 750
Magnet Coordinator	\$ 750

**Schoolwide Program Leader/ Coordinators per semester**

Academic Watch Coordinator	\$ 2500
Student of the Month Coordinator	\$ 1500
Professional Growth Advisor	\$ 1500
Library Program Coordinator	\$ 1500
Leadership Coordinator	\$ 2500
Yearbook Coordinator	\$ 2500

**Department Chairperson Stipends per semester**

<u>Department Size</u>	<u>Stipend</u>
1-7 teachers	\$ 400
8-11 teachers	\$ 700
12 or more	\$1000

Departments sizes

1-7 teachers: Health Education, Physical Education, Technical Education, Visual & Performing Arts, Library

8-11 teachers: Foreign Language, Special Education

12 or more: English, Mathematics, Science, Social Studies

Those National Board Certified teachers who serve as department chairs as part of their 92 hour commitment do not receive a chair stipend.

Co-chairs and co-coordinators each receive half of the stipend.

Sports Stipends per Assignment

Late Bus Supervisor	\$2800
Athletic Director	\$2800
Assistant Athletic Director	\$2400
Varsity Football Head Coach	\$2800
Varsity 1 Football Assistant Coach	\$2400
Varsity 2 Football Assistant Coach	\$2200
Frosh/Soph Football Head Coach	\$2300
Cross Country Head Coach	\$2300
Cross Country Asst.Coach	\$2000
Frosh/Soph Basketball B&G Head Coaches	\$2400
Volleyball Head Coaches Boy's & Girls	\$2500
Volleyball Asst. Coaches Boy's & Girls	\$2300
Golf Coaches Boy's & Girls	\$2300
Tennis Head Coaches Boys & Girls	\$2300
Tennis Asst. Coaches Boys & Girls	\$2100
Cheerleader Coaches	\$2300
Varsity Boy's & Girls Basketball Head Coaches	\$2500
Varsity Boy's & Girls Basketball Asst. Coaches	\$2300
JV Boy's & Girls Basketball Head Coaches	\$2300
JV Boy's & Girls Basketball Asst. Coaches	\$2000
Varsity Boy's & Girls Soccer Head Coaches	\$2500
Varsity Boy's & Girls Soccer Asst. Coaches	\$2300
JV Boy's & Girls Soccer Head Coaches	\$2500
Varsity Boys & Girls Volleyball Head Coaches	\$2500
Varsity Boys & Girls Volleyball Asst. Coaches	\$2000
JV Boys & Girls Volleyball Head Coaches	\$2300
Varsity Girl's Softball Head Coaches	\$2500
JV Girl's Softball Head Coaches	\$2300
Track & Field Head Coaches	\$2700
Track & Field Asst. Coaches	\$2300
AA Track & Field Coaches	\$2000



Swim Team Head Coaches	\$2700
Swim Team Head Coaches	\$2300
Baseball Head Coaches	\$2700
Baseball Asst. Coaches	\$2300
JV Baseball Head Coaches	\$2300
JV Baseball Asst. Coaches	\$2100
Cheerleader Coaches	\$2300
Cheerleader Asst. Coaches	\$2000
Cheerleader Sponsor	\$2000
Certified Athletic Trainer	\$5000

APPENDIX C

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PALISADES CHARTER HIGH SCHOOL  
AND  
UTLA - PCHS

January 13, 2005


This Memorandum of Understanding ("MOU") is entered into between the Palisades Charter High School ("PCHS"), an independent public charter school organized as a nonprofit, public benefit corporation, and United Teachers of Los Angeles, Palisades Charter High School ("UTLA-PCHS").

Specifically, the Parties agree as follows:


1. **Regular Sick Leave:** All full-time certificated bargaining unit members shall receive ten (10) days of paid sick leave (for illness or injury) per school year, to be provided on July 1 of the school year. Bargaining unit employees shall accrue such sick leave on a prorated basis.
2. **Exhaustion of Regular Sick Leave:** When LAUSD employees on charter school leave working at PCHS exhaust all accumulated regular PCHS sick leave days, those employees will then receive extended illness/injury leave at half pay until the employee is eligible to access accumulated sick leave days with LAUSD, if any. If the employee has no accrued LAUSD sick leave days, the employee shall continue on extended illness/injury leave pursuant to the LAUSD-UTLA agreement or until otherwise bargained between the parties. If the employee has accrued sick days available through LAUSD, PCHS agrees to augment the employee's extended illness/injury leave such that any employee on extended illness leave shall receive full pay until the employee can access accumulated LAUSD sick leave days pursuant to and up to the limit imposed by Section 3.0(b) of Article XII (B) of the LAUSD - UTLA collective bargaining agreement. This will be referred to as "bridge" coverage.
3. **Banked Illness Leave Transfers:** Upon resignation from LAUSD or, in the case of a non-LAUSD teacher, upon hire from a prior school district employer, all banked illness leave will be transferred to PCHS.
4. **Accrual of Sick Leave Days:** Unused regular sick leave days shall accrue from year to year without limitation. Extended illness/injury leave days shall not be cumulative from year to year.
5. **Certification of Absence:** Pursuant to the LAUSD-UTLA contract, or until otherwise bargained between the parties, an employee who is absent shall be required to certify the reason for absence.

6. Re-Negotiation Or Change In LAUSD-UTLA Agreement: In the event that the LAUSD-UTLA agreement is modified, allowing PCHS employees to access accrued sick leave at any time or after ten (10) sick days or less, this MOU is void insofar as it obligates PCHS to augment extended illness leave days beyond ten (10) days. Further, in the event that LAUSD severs access by PCHS employees to LAUSD banked illness days, PCHS agrees to transfer the LAUSD banked illness days to PCHS.
7. Applicable Grievance Procedures: The term of this agreement shall be subject to enforcement via the existing grievance procedures contained in the UTLA/LAUSD contract until a new grievance procedure is agreed to and enacted.
8. Impact of Agreement: Terms of this MOU shall not diminish any rights of a bargaining unit member under any applicable provisions of the Education Code, the existing UTLA/LAUSD contract, or any other applicable regulation or law.
9. Incorporation of MOU: This MOU shall be incorporated into the full agreement and remain in force until full agreement is ratified by the parties, or such time as both parties mutually agree to modification.

10. Signatures:

  
 \_\_\_\_\_  
 PCHS Representative

Date: 1/13/05

  
 \_\_\_\_\_  
 UTLA - PCHS Representative

Date: 1/13/05

## APPENDIX D -- GRIEVANCE PROCEDURE

### Section 1. Definitions & General Conditions:

A grievance is a claim by one or more of the members of the Unit or the Union that there has been a violation or misapplication of the Agreement which has adversely affected the member or members of the Unit or the Union.

All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process, including but not limited to those matters for which other methods of adjustment are provided, such as reduction in force and dismissals. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement or any applicable provisions of the LAUSD - UTLA Agreement.

The respondent in any grievance shall be the PCHS Charter School itself rather than any individual administrator. Processing and discussing the merits of a grievance shall not be considered a waiver by the Charter School of a defense that the matter is subject to arbitration or should be denied for other reasons which do not go to the merits.

### Section 2. Informal Procedure

1. The grievant shall first discuss the grievance with the appropriate Principal or immediate supervisor, either directly or accompanied by a Union Representative, with the object of resolving the matter informally. The grievant may, however, authorize the Union Representative to represent him/her. The Principal may request that such authorization be in writing.
2. This discussion must be requested within twenty (20) work days of the alleged violation or within twenty (20) days of when the grievant had knowledge of the facts constituting the alleged violation.

### Section 3. Level 1 Formal Procedure

1. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than ten (10) workdays after the informal conference.
2. Within five (5) workdays after receipt of the written grievance by the Principal or immediate supervisor, the Principal or immediate supervisor shall meet with the aggrieved and/or the Union Representative, if requested by the aggrieved, in an effort to resolve the matter.

3. Within five (5) workdays after receipt of the grievance, or after the Level 1 conference, the Principal or immediate supervisor shall render a decision in writing, together with supporting reasons.

**Section 4. Level 2 Formal Procedure**

1. Within five (5) workdays of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Executive Director.
2. The Executive Director shall, within ten (10) workdays of receiving the appeal, meet with the aggrieved teacher and the Union Representative, if requested by the aggrieved, in an effort to resolve the grievance.
3. The Executive Director or designee shall, within five (5) workdays of the meeting in Section 4.2, forward a decision in writing.

**Section 5. Level 3 Arbitration**

1. If the aggrieved is not satisfied with the decisions of the Level 2, or if no decisions rendered within the time limits specified in Section 4.2, the grievant may request the Union to submit the grievance to arbitration.
2. If the Union decides to appeal the grievance, notification must be sent to the Executive Director within twenty (20) days.
3. The Union Representative and the Executive Director or designee shall meet within five days of notification (Section 5.2) to select an arbitrator.
4. If agreement is not reached within five (5) days, either party may request the American Arbitration Association (AAA) to submit a list of five (5) arbitrators qualified to hear the dispute. The parties shall select one individual from the list supplied by the alternate strike method. The parties agree to notify the arbitrator immediately to schedule the hearing.

**Section 6. Arbitration Hearing**

1. The arbitrator shall convene the hearing as soon as possible, no later than thirty (30) days after his/her selection, to consider evidence and arguments.
2. The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
3. The arbitrator shall forward his/her decision to both parties within ten (10) days after the hearing is concluded or as soon as possible thereafter.
4. The award to the arbitrator shall be binding on both parties.
5. The Union and the Employer shall equally share the costs of the arbitration hearing (e.g., arbitrator's fees, court reporter, transcripts, AAA fees, etc.). All other costs shall be paid by the party incurring them.
6. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

## Section 7. Individual Grievances

1. Any members of the bargaining unit may at any time present grievances to the administration and have such grievances adjusted without the intervention of the Union as long as the adjustment is reached prior to level four (4) and the adjustment is not inconsistent with the terms of this Agreement, provided the employer shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.

## Section 8. General Provisions

1. Since it is important for grievances to be resolved as quickly as possible, the number of workdays indicated at each level should be considered as a maximum. A "workday" shall be defined as a day in which school is in session. The timelines may be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon after as is practicable.
3. If a grievance arises from action or inaction on the part of the a member of the administration at the level above the Principal or immediate supervisor, the aggrieved may submit such grievance in writing to the Executive Director and the Union directly, and the processing of such grievance will be commenced at Level 2.
4. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Union. Time limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.
5. A reasonable number of Union Representatives shall receive reasonable release time, without loss of pay, leave, or benefits, for the presentation of arguments and testimony of witnesses at grievance hearings, and all other matters related to representation of the grievance. Any unit member, including but not limited to the grievant, who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.
6. Records of the grievance process shall be kept in a special file, not the employee's personnel file.
7. Failure to render a decision within the prescribed deadlines shall permit the lodging of an appeal to the next level.

8. No reprisals of any kind will be taken by the Employer or any member or representative of the administration or the Board against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedure by reason of such participation.
9. The Union, either on its own behalf or on behalf of one of its members, initiates a grievance at Level 2.
10. The Employer may elevate any grievance to the Executive Director (Level 2) by written communication to the Union, within the prescribed timelines.